App. F. IX-4

1937.

File No. 112-37

Previous References

Serial Nos. 1-2

Mwg 143-35(1-2)
Med 250-12(1-9)

Letter References.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. Two

Part B for June 1938

SUBJECT.

Form of agreement to be entered into and by holders of scholarships granted to Australian widowers and their sureties for undergoing training for

Gowo 16121-2920-6-36

Wee M.C
Comptr.

WD 0418—GPB—22,500—29 8-36

Approved

MMG
13/7/38

2680 P. 837

G. R. S. APP. F. III—1]

GENERAL AND REVENUE SECRETARIAT.

( )

NOTES.

File No.

FILE HEADING.

FROM

No. 785-21 Dated Received

Diary No. 429	Enclos.	Spare copies	Serial No.

BRIEF ABSTRACT OF LETTER

NOTES AND ORDERS.

Law Secies may be consulted as to whether the draft Agreement is suitable and may be accepted.

25/10 26.10.37. Bs

The Govt Domain may be consulted

Govt. Secy 7/

1/11 26/10

2369

139

Notes—First Sheet

Asst Secy Law

Law

WD 69—GBPM—5,000—14-7-31

Form of agreement to be executed by scholarship holders studying for the L.M.&S. examination

Madras. File No. 112 of 1937

General and Revenue Secretariat

Forwarded, with compliments, from Government Advocate, for favour of scrutiny and advice.

B.R. Ramakrishna Iyengar
for Gen. Secy

5-11-37

G.O.No. P 56837 dated 5-11-37.

Returned with compliments.

I take it that the only point regarding which I am consulted is about clause 5 of the agreement proposed by the Senior Surgeon. The form of the bonds approved by the Government (vide: page 25 of the Medical File No.250-12/Serial Nos. 1-8) is somewhat different. In the file of papers made available to me, I cannot make out whether the bond referred to in the file mentioned above is still current or whether the draft sent along with the letter of the Muzrai Commissioner dated 18th Oct. 1937 and bearing No.785/34-35 is in current use, but only it has been sent to me in view of the proposal to add a new clause as suggested by the Senior Surgeon.

On the basis that the latter of the two is the form of the bond now usually adopted, I confine my attention only to the proposal made by the Senior Surgeon. The wording regarding that clause may run as follows:-

> "In addition to the remedies which the Government are entitled to enforce under the ordinary law applicable to contracts, the Government shall also be entitled to recover the money due under this Bond according to the provisions of the Land Revenue Code as if the sum due was an arrear of Land Revenue".

Government Advocate.

H/29.11.37.

BKR

GENERAL SECRETARY. 30 NOV. 1937

Form of agreement to be executed by persons who ~~took~~ are given scholarships for studying for the L. of S. examination.

(3

General and Revenue Secretariat — File No. 112 — of 1937. — [App. F. III—2

Serial No.

6 The first Honorable Minister was invited on the ~~whole~~ suitability and form of the draft. He may perhaps be requested again to examine the rule in final form of text with his views on its suitability for securing the object in view & to suggest any modified form, if necessary.

Gen. Secy 1/12/37

7 Submitted

8 Forwarded with compliments to the first Honorable Minister for kindly considering the entire form & framework given and with a view to ~~give~~ final adoption.

6/12/37

1 Honorable Minister & Secretary

9 Returned with compliments.

10 I should prefer to have two conds, one by the sureties and one by the scholarship-holder instead of a combination of both by all the three as proposed in t-

GENERAL SECRETARY 1 DEC. 1937 3068

Muzalo no 19-37. 7 - DEC. 1937 MUZAFFARPUR

O. No. 85/37-38 dt 23. 12. 37

NOTE—Contn. Sheet.

WD 0284—GPB—30,000—13-7-37

in the draft. If that suggestion is agreeable, the form of the Bond to be executed by the Pupil may run as follows:-

"WHEREAS I, ...
son of .....aged ..... years
residing at .....
applied for the grant of a special scholarship for Allopathic studies in the Medical School established by the Government of Mysore, (hereinafter called the Government) at the rate of Rs..... per mensem for a period of ..... years on the terms and conditions applicable for the grant of such scholarships as mentioned in Government Order No.15139-40/ Med. 250-12-7, dated the 27th June 1914, AND WHEREAS Government have been pleased to grant my request in this behalf, in consideration of this grant, I agree that the rules and conditions laid down in the - Government Order No.15139-40/Med. 250-12-7 dated the 27th June 1914 may be deemed as part of this agreement.

I further agree to be bound by all the subsequent changes that the Government may be pleased to make hereafter in regard to the aforesaid rules and conditions. I undertake to prosecute my studies with due diligence and complete the full course of instructions in the Medical School at Bangalore or in any other Medical School which may be established by the Government in the State and to pass the - requisite examination.

On completing the said course and after passing the requisite examination qualifying for the post of

Serial No.

of a Sub-Assistant Surgeon, I hereby undertake and agree to serve the Government ~~under the Ayurvedic/Unani~~ in any branch of Medical Service ~~section~~ if and when called upon to do so for a period of ten years thereafter on such terms as may be fixed by the Government from time to time.

The words Ayurvedic & Unani are omitted so as to meet the possible ~~kkkx~~ contingency of the Govt. appointing the pupil in any other branch of Med. service.

Whether interest at some rate should not be added after the word "expenses" is a point for consideration, so that while Govt. may not lose the legitimate sum which would otherwise have been earnt thereon, it may also act as a sort of penalty for possible objectionable conduct of the Pupil, or non-observance of the terms of the bond.

I further agree that if I fail to prosecute my studies with due diligence or be dismissed from the aforesaid Medical School for misconduct or other cause or fail to attend and complete the full course prescribed without sufficient cause (the Government being the sole judge of what is sufficient cause) or upon the completion of the course fail to enter the service of Government on being called upon, or having so entered fail to continue in the service of Government during the period of ten years as aforesaid or be dismissed from service within such period on account of objectionable conduct I will// refund to the Government the whole of the amount paid to me as scholarship by the Government (together with the amount of expenditure incurred by the Government on account of my school and examination fee, books and apparatus and travelling expenses, if any, ~~subject to a maximum of Rs. .....~~

If within six months from the date of qualifying and reporting myself to the Huzrai Commissioner in Mysore for orders, I am not offered any appointment by the Government I shall be free from all liability under this Bond and shall be at liberty to seek and obtain employment elsewhere.

The Government

NOTE—Contn. Sheet.

W D 0417—GPB—30,000—8-9-36

File No. JNE of 1937. | General and Secretariat

Serial No.

The Government or any other authority to whom they may delegate the power in this behalf ~~to be hereafter mentioned~~ shall be the sole and final judge of the question whether a breach of all or any of the provisions of this Bond has been committed by me. On a decision being duly taken regarding the breach, the Government or other authority as mentioned above may fix the sum that will fall due under the provisions of this Bond. Such sum shall be recoverable from me by the Government as if it were a Land Revenue demand and in the mode provided for the recovery of arrears of land revenue. This remedy is in addition to and not in derogation of what is provided for by the ordinary law for the time being in force.

Signed by me and delivered at ..... this ..... day of .....193... in the presence of Witnesses:-

1.

2.

(Regarding the Surety Bond, it may be in the following form:-)

Whereas ..... son of ..... residing at ..... has been offered the grant of a special scholarship for Allopathic studies in the Medical School, established by the Government of Mysore (hereinafter called

Serial No.

called Government) and whereas according to the rules governing the grant the Pupil has to tender two - Sureties to secure the due fulfilment of his obligations under the Bond dated ..... and executed by him in favour of the Government, in consideration of the grant by the Government to the said Pupil named above, we ..... bind ourselves and each of us, and each of our heirs, executors, administrators and representatives by these presents that we undertake to pay the Government the sum of Rs....., in case the Pupil mentioned above should make a default in observing any or all the terms of the Bond entered into by him with the Government and referred to above.

Whether interest at some rate should not be added is a - point for - consideration. Vide a similar rule made apart in corresponding portion of pupil's bond.

We also agree that any applications by way of alteration, addition or omission of one or more of the terms of the Bond executed by the Pupil in favour of the Government and referred to above when duly made with the consent of the Government and the Pupil or any grant of time by the former to the - latter for the payment of any sum falling due under the Bond or for the performance of anything thereunder shall not vary or discharge our liability under this Bond even though we had no knowledge of them when they - were made or had not given our consent to their coming into effect.

The Government or any other authority to whom they may delegate the power ~~to be hereafter mentioned~~ in this behalf. shall be the sole and final judge of the question

whether

NOTE—Contn. Sheet.

WD 0284—GPB—30,000—13-37

whether a breach of all or any of the provisions of this Bond and of the Bond executed by the Pupil referred to above has been committed by us or the said Pupil mentioned above. On a decision being duly taken regarding the breach the Government or other authority mentioned above may fix the sum that will fall due under the provisions of this Bond. Such sum shall be recoverable from us by the Government as if it were a land revenue demand, and in the mode provided for the recovery of arrears of land revenue. This remedy is in addition to and not in derogation of what is provided for by the ordinary law for the time being in force.

Signed by us and delivered ....."

etc., etc.,

N.B:-

The rule approved by Government, No..... says that sureties should possess immovable property it does not expressly say that such property should be tendered as security. The draft in the file does not provide for the tender of such security, either. If it is the idea that immovable property should be tendered as security then an additional clause on the following lines between paras 1 and 2 may be necessary:

"We give the properties mentioned in the Schedule given below, which we assure are free from any encumbrance or charge in favour of anybody and which

4074/37

4

Serial No.

which are in our sole and exclusive possession and ownership, as security for the payment of the sum noted in para one supra."

Mark Markham Nadarajah
Government Advocate.

GENERAL SECRETARY. 23 DEC. 1937 Pro

CSN/21.12.37

BMR 24.12.37

Asst Secy (Mr Gor W-C)

11) The forms may be otherwise then seems to be need to take hypothecation of books property as this is not done in the case of other forms of agreement of right may be provided for If it is submitted however that the form is in the Ex. Deeds is much simpler & more suitable (vide J)

C.S. WEERASINGHE 6 JAN. 1938 3797

Govt Secy

31/12/37

13) Asst Secy Law. Why not accept this? Law (My) 8-

4/1/38

NOTE—Contn. Sheet.

WD 0284—GPB—30,000—13 8 37

10)

40

Misc. File No. 112 of 1937

General an Secr

14) The Govt. Advocate is of opinion that separate bonds from the Scholar and the Surety are preferable. (See para 10 supra) But I do not see any real objection to the adoption of the form (Flag J) now in use in the Edn. Dept

BKR 19.1.38

Asst Secy (Misc for we)

Govt Secy.

20/1/38

15. Will Asst Secy Law please speak to me some time re. this matter. Thro 7/2

(Received from the Asst.Secy., Law Section, - in person, on 25-2-1938).

16 Returned with compliments.

It was suggested to me that a reference in the Scholar's Bond to the Surety's might be made just as in the Surety's bond a reference to the scholar's - Bond is made.

H.O. No. 111/37-38 dt 1.3.38

BKR 2.3

17. By way of abundant caution, the following may be inserted between the last paragraph of the scholar's bond and the paragraph dealing with the execution of it by him:

> "I have, in accordance with the condition laid down in the rules framed by the Government for the grant of scholarship and referred to in the first paragraph of this Bond, tendered two sureties viz., ... who have executed the bond dated ....."

Government Advocate.

H/26.2.38.

(11

U39 U07
—1

Serial No.

18. I had a discussion with the Govt. Advocate. He has proposed an additional clause in the bond to be executed by the Scholar. With the incorporation of this clause in the scholar's bond, there will be mutual reference between the two bonds to be executed separately by the scholar and the Surety. The forms may be accepted.

Govt. Secy. 19 Mar 38 BKR 2.3.38 93/38. BKR 2.3.38

OFFICE OF THE ... MAR 3 1938 5819

Asst Secretary 20 3/32 7/3 8/3 8/3

21) Submitted with a draft Govt. approving of the two forms of Bonds.

22. The forms have been added to and included in Permit No. 4 to be issued for recovery of interest on the amounts advanced.

Govt Secy 10/3

GE... 17 MAR 37 5661

NOTE—Contn. Sheet.

WD 0284—GPB—30,000—13 8 37

12)

47 PH

Mcy - File No. 112 PH of 1937

General and Revenue Secretariat

23. Query/to appd
Insert a ammount due in case of
default is proposed at 50%. 15/3/38 16.3 hr

Thro Secy

First Member

MAR 16 1938
No 694

24 To the Comptroller with Compts. for favour of remarks regarding (1) forms of agreement & (2) interest.

Sk. Jaukhandi. 4-4-38

No 845/Spl W 2 3 5/38 . for Fl secy to Govt.

25 U.O. No.395/A.II. dated 30th April 1938.

Returned with compliments.

Forms of agreement to be executed by the scholarship holder and his sureties proposed by the Government Advocate in paras 10 and 17 supra, adequately safe-guard the financial interests of Government and may therefore be approved.

3. The portion bracketed in pencil at end of para 4 (X) of the last agreement may be deleted as all the expenses incurred, are proposed to be recovered in case of default and it may not also be possible to fix at the outset the maximum amount recoverable.

4. The proposal made in pencil for the insertion of the clause specified in para 17 of the notes at end of the surety Bond also does not seem to be quite necessary

2893
21 MAR 1938

A.II

777/Spl
4. APR. 1938
BANGALORE.

A

Serial No.

Fe 2893

necessary as mention to the separate Bond executed by the scholar is made in the first paragraph itself.

A. S. Raghavachar
Comptroller.

KR)

I agree with "A" above. With this modification, the forms suggested by the Government Advocate may be adopted, if separate forms are found necessary for the Principal and Surety.

2) The forms may be approved in the modification as suggested at A above. The words "subject to a maximum Rs. ..." may be deleted & the words as per may also be "six" may be inserted

(1st Member)

File sent herewith.

B.T.S. 10/6

10/6

& alterations the draft Govt. in the bill a. Necessary alteration is made in the draft Govt.

F.6.38.

11.6

0284—GPB—30,000—13-8-37

(2)

File No. of 193 .

General an Secretariat

15

[illegible] the Treasurer of [illegible].

[illegible]:-

[illegible] over [illegible] under [illegible] dated [illegible] the 14th July 1938, [illegible] for [illegible] repayment to be taken from scholarship returns.

2. [illegible] over [illegible] dated [illegible] 5th July 1938, direction that a nil overdue should be inserted in the agreement taken from [illegible], as the result the recovery of the outstanding amount as arrears of [illegible] Orders in the matter of the recovery of [illegible] dated [illegible] [illegible].

3. With reference [illegible] with letter [illegible] 21/51-52 [illegible] 14th January [illegible], from the Treasurer [illegible].

E 294- 353 (1) Con 346-

[illegible], [illegible]

16

[illegible] the [illegible] of the [illegible] the [illegible] of [illegible] and [illegible] of the [illegible] item [illegible] in the first [illegible] [illegible] above.

The Treasurer [illegible] to [illegible] the [illegible] [illegible] [illegible].

[illegible]

for [illegible]

[illegible]
Copies to [illegible].
[illegible]

16

the scholarship for the maintenance of the student, or any illness or incapacity occasioned by the scholar's own act, fault, carelessness of inadvertion shall not be considered or accepted as sufficient excuse for the non-fulfilment of any of the aforesaid conditions.

5. In all cases as t what is a sufficient excuse is a matter, the decision of which shall be left absolutely to the discretion of the Government.

In witness whereof, the said scholar and the surety above named have hereunto set their hands, the day and year first above-written.

.....(cholar

.....(urety)

itness:-

.....

.....

—Sd Jamkhandi
for General Secretary to Govt-

. . .14.
15.1.37.

GEN. LIBR. ETTIA 429 20 OCT. 1937

17

Page 758 of the Mysore Civil Account Code
Volume I.
(Appendices and Forms).

Appendix.

Revised form of agreement to be obtained from the Technical and other scholarship holders:-

"An Agreement made this day of 19 between A.B. hereinafter called the Scholar of the first part, C.D. hereinafter called the Surety of the second part, and the ..... on behalf of the Government of His Highness the Maharaja of Mysore, hereinafter called the Government of the third part.

Witnesseth:-

That in consideration of the Government granting to the scholar a Mysore Government scholarship (kind of scholarship) to be mentioned of Rs..... per mensem for a term of ..... years, under the rules framed by Government in their behalf, the Scholar and the Surety covenant with the Government as follows:-

1. That the scholar shall prosecute his studies with all due diligence in the (here enter the name of the institution, the class or classes, etc.,) for..... years.

2. That on the completion of such study or course the scholar shall serve the Government for a period of not less than five years on such terms as may be fixed by the Government.

3. That in case the scholar fails, except for sufficient excuse, to fulfil any of the above conditions the scholar and the surety shall be jointly and severally responsible for the payment of, and they hereby agree to be bound to refund to Government the full account received by the scholar on scholarship and all other moneys that may be advanced to him in connection with the aforesaid course of study, with such interest thereon not exceeding [illegible] per cent per annum, as Government may, at their option, fix and demand and they further agree that such amount may be recovered from them as arrears of land revenue.

4. That it is distinctly understood and that it is hereby expressly agreed that in default by of the

G. 785 Encl 1
34-35

GEN. & REV. SECRETARIAT
429
20 OCT. 1937

OFFICE OF THE MUZRAI COMMISSIONER
IN

Bangalore, 18th October ....1937.

Mug 112-37-1

FROM

K. V. ANANTARAMAN, Esq., B.A.,
Muzrai Commissioner in Mysore,
Bangalore.

To

M. Venkatesa Iyengar, Esq., M.A.,
General Secretary to the Government of Mysore,
Bangalore.

GENERAL SECRETARIAT
19 OCT. 1937

Form of Agreement to be executed by Ayurvedic and Unani Vidwans who hold scholarships for training in L.M.P. Course.

With reference to G.O.NC.859/Muz.143-35-2 dated 15/24-12-1935 according sanction to the draft rules for the grant of scholarships to Ayurvedic and Unani Vidwans and Hakims for undergoing training in the Medical School, Bangalore, I have the honor to forward herewith a draft form of the Agreement to be executed by the stipend-holder, received from the Vice President of Ayurvedic and Unani College, Mysore.

2. The Senior Surgeon, who was consulted in the matter, has suggested ~~in~~ a para (No.5) for inclusion in the draft Agreement, regarding the recovery of the amount paid by Government to the scholarship-holders, if the rules are violated.

3. I request that sanction of Government may kindly be obtained to the form of the draft Agreement with the suggestion made therein by the Senior Surgeon.

I have the honor to be,

Sir,

Your most obedient servant,

M. N. Anandaraman.

For Muzrai Commissioner.
(Absent from headquarters)

By this bond I, A B.....am held and firmly bound to the Dewan of Mysore in the sum of Rs.....to be paid to the said Dewan of Mysore or to his successors in office and we, C D.....and E F.....are jointly and severally held and firmly bound to the said Dewan of Mysore in the sum of Rs....to be paid to the said Dewan of Mysore or to his sucessors in office for the payment of which to be faithfully and truly made, I, the abovenamed A B bind myself, my heirs, executors, administrators or assigns and for the payment of the said sum of Rs..... we, the abovenamed C D and E F bind ourselves and each of us jointly and severally and our and each of our heirs, Executors, administrators or assigns firmly by these presents.

Whereas on the application made by the aforesaid A B, the Government of His Highness the Maharaja of Mysore have sanctioned the grant of a special scholarship to him for allopathic studies in the Government Medical School at Bangalore at the rate of Rs.....per mensem for a period of....years on the terms and conditions detailed hereunder subject to his entering into a bond for Rs.....with two sureties in the same sum and whereas the said A B has agreed to enter into the above written bond and the said C D and E F have agreed to enter into the same bond as sureties for the said A B, now the condition of this bond is such that if the said A B do and shall perform his part of the covenants hereinafter specified, then the above written bond or obligation shall be void and of no effect, otherwise, the same shall remain in full force and virtue.

1. The aforesaid A B agrees that the rules governing the grant of scholarships to Ayurveda Vidwans/ Hakims under Government Order 3313339-40 MED. 250-12-7 dated 27-6-1914 apply to the scholarship to be granted hereunder and shall be read as part of this agreement. He further agrees that he is bound by all the terms and conditions laid down therein and to abide by all the rules and regulations for the time being in respect of such scholarships.

2. He hereby undertakes to prosecute his studies with due diligence and complete the full course of instruction prescribed

in the Medical School at Bangalore and to pass the requisite examination.

3. On completing the said course and after passing the requisite examination qualifying for the post of a Sub-Assistant ₹ Surgeon, he hereby undertakes and agrees to serve the Government under the Ayurvedic/ Unani Section if and when called upon to do so for a period of ten years thereafter on such terms as may be fixed by the Governmen from time to time.

4. He further agrees that if he fails to prosecute his studies with due diligence or is dismissed from the aforesaid Medical School for misconduct or other cause or fails to attend and complete the full course prescribed without sufficient cause(the Government being the sole judge of what is sufficient cause) or upon the completion of the course fails to enter the service of Government on being called upon, or having so entered fails to continue in the service of Government during the period of ten years as aforesaid, or is dismissed from service within such period on account of objectionable conduct he will refund to the Government the whole of the amount paid to him as scholarship by the Government together with the amount of expenditure incurred by the Government on account of his school and examination fee, books and apparatus and travelling expenses, if any, subject to a maximum of Rs.....

6. If within six months from the date of qualifying and reporting himself to the Muzrai Commissioner in Mysore for orders, the aforesaid A B is not offered any appointment by the Government he shall be freed from all liability under this bond and shall be at liberty to seek and obtain employment elsewhere.

Signed by ourselves and delivered at....this day of ...19 in the presence of

Witnesses:-

1. A B

2. C D

E F.

If the medical student or his surety or any of them shall make default in the payment of the said sum as referred to above, such sum shall be recoverable from each and all of them severally and from their movable and immovable property as arrears of land revenue due to Government as a fine imposed in accordance with the law for the time being in force for the recovery

G. R. S. App. F VI—G 2].

SUBJECT .....

.....

.....

Diary. No. of letter replied to.....

Section Hung

File No. 112-39

Serial No. 2

General and Revenue Secretariat

( )

the *193* .

Proceedings of the Government of His Highness the Maharaja of Mysore.

Date of issue 20.6.....193 8

Signed by Dwn. S. Dr. V. Iyer

May this be—

(i) printed ?

(ii) treated as a standing order ?

(iii) published in the Gazette, English Part ?

(iv) translated ?

(v) placed at the disposal of the press ? 2/

(vi) published in the Gazette, Kannada Part ?

Read— G.O. No S 59/Hung 143.35 2 dated 15/24.12.1935 ~~according~~ ~~Sanctioning to the~~ ~~chalta~~ rules for the grant of Scholarships to Ayurvedic and Unani Indian and Natives for undergoing training in the Medical School, Bangalore,

Order thereon.— No. Letter No 785/34-35 dated 18.10.1937 from the D.M.E in Mysore submitting for approval, a draft form of the Agreement to be executed by the Stipend-holders in cases referred to, in the G.O. read

above

Order 1641-20 20-6-38/Ens 2

Government consider that
may be made
separate awards from the scholar
ship holders and the Lunatgare
are unanimously
preferable and are pleased
to ~~appoint~~ the Lunatgare to direct that
the form of bonds, as
~~are annexed~~ as in pages 4 - 8 of the
~~above~~, are attached to in the bible
this order may be cited

9W 1573/38 Wg 9/3/38

General Legislation
RDS
9/3

9W

The M.C in charge
Campbell.

List of Enclosure

Copied by

Examined by

WD (3602—GPB—22,500—12-7-35

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

Read :—

Government Order No.859/Muz.143-35-2 dated 15/24th December 1935 approving rules for the grant of schol rships to Ayurvedic and Unani Vidwans and Hakims for undergoing training in the Medical School Bangalore.

2. Letter No.785/34-35 dated 18th October 1937 from the Muzrai Commissioner in Mysore submitting for approval, a draft form of the agreement to be executed by the stipend-holders in x cases referred to in the Government Order read above.

Order No.1641-2/Muz 142-37-2 Revised

Dated, Bangalore, 20th June 1938.

Government consider that separate bonds may be taken from the scholarship holder and the surety and are accordingly pleased to direct that the forms as appended to this order may be adopted.

for General Secretary to Government.

To

The Muzrai Commissioner in Mysore,

The Comptroller to Government.

Form of Agreement to be executed by the scholarship-holders.

"WHEREAS I, ... son of ..... aged ..... years residing at ..... applied for the grant of a special scholarship for medical studies in the medical school established by the Government of Mysore, (hereinafter called the Government, at the rate of Rs..... per mensem for a period of ..... years on the terms and conditions applicable for the grant of such scholarships as mentioned in Government Order No.13139-40/Edu.50-17-7 dated the 27th June 1914, and the said Government have been pleased to grant my request in this behalf, I hereby declare that in consideration of this grant, I agree that the rules and conditions laid down in the said Government Order No.13139-40/Edu.50-17-7 dated the 27th June 1914 may be varied or altered from time to time.

I further agree to be bound by all the subsequent orders that the Government may be pleased to pass hereafter in regard to the scholarship and conditions. I undertake to prosecute my studies with due diligence and to complete the full course of instructions in the Medical School at Bangalore or in any other Medical School which may be established by the Government in the place and to pass the requisite examination.

On completing the said course and after passing the requisite examination qualifying me for the post of Sub-Assistant Surgeon, I hereby undertake and agree to serve the Government in any branch of medical service if and when called upon to do so for a period of ten years thereafter on such terms as may be fixed by the Government from time to time.

I further agree that if I fail to prosecute my studies with due diligence or am dismissed from the aforesaid Medical School for misconduct or other cause or fail to attend and complete the full course prescribed without sufficient cause (the Government alone to be the sole judge of what is sufficient cause) or upon the completion

of the course fail to enter the service of Government on being called upon, or having so entered fail to continue in the service of Government during the period of ten years aforesaid or be dismissed from service within such period on account of objectionable conduct I will refund to the Government the whole of the amount paid to me as scholarship by the Government with such interest thereon not exceeding 5% per annum together with the amount of expenditure incurred by the Government on account of my school and examination fees, books and apparatus and travelling expenses, if any as Government may fix.

If within six months from the date of qualifying and reporting myself to the Chief Commissioner in Mysore for orders, I am not offered any appointment by the Government I shall be free from all liability under this bond and shall be at liberty to seek and obtain employment elsewhere.

The Government or any other authority to whom they may delegate the power in this behalf shall be the sole and final judge of the question whether a breach of all or any of the provisions of this bond has been committed by me. On a decision being duly taken regarding the breach, the Government or other authority as mentioned above may fix the amount that will fall due under the provisions of this bond. Such sum should be recoverable from me by the Government as if it were a land revenue demand and in the mode provided for the recovery of arrears of land revenue. This remedy is in addition to and not in derogation of what is provided for by the ordinary law for the time being in force.

Signed by me and delivered at .....this ..... day of .....193.....in the presence of witnesses:-

1.....

2. .....

- - -

Copy

For General Secretary to Govt

Form of Agreement to be executed by the Surety.

"Whereas ..... son of ..... residing at .....has been offered the grant of a special ~~xxx~~ scholarship for Allopathic studies in the Medical School, established by the Government of Mysore (hereinafter called Government) and whereas according to the rules governing the grant the Pupil has to tender two Sureties to secure the due fulfilment of his obligations under the Bond dated ..... and executed by him in favour of the Government, in consideration of the grant by the Government to the said Pupil named above, we ..... bind ourselves and each of us, and each of our heirs, executors, administrators and representatives by these presents that we undertake to pay the Government the sum of Rs..... with such interest thereon not exceeding 5 per cent per annum as Government fix in case the Pupil mentioned above should make a default in observing any or all the terms of the Bond entered into by him with the Government and referred to above.

We also agree that any modifications by way of alterations, addition or omission of one or more of the terms of the Bond executed by the Pupil in favour of the Government and referred to above when duly made with the consent of the Government and the Pupil or any grant of time by the former to the latter for the payment of any sum falling due under the Bond or for the performance of anything thereunder shall not vary or discharge our liability under this Bond even though we had no knowledge of them when they were made or had not given our consent to their coming into effect.

The Government or any other authority to whom they may delegate the power in this behalf shall be the sole and final judge of the question whether a breach of all or any of the provisions of this Bond and of the Bond executed by the Pupil referred to above has been committed by us or the said Pupil

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mentioned above. On a decision being duly taken regarding the breach the Government or other authority mentioned above may fix the sum that will fall due under the provisions of this Bond. Such sum shall be recoverable from us by the Government as if it were a land revenue demand and in the mode provided for the recovery of arrears of land revenue. This remedy is in addition to and not in derogation of what is provided for by the ~~xxxx~~ ordinary law for the time being in force.

Signed by us and delivered at ..... this day of ..... 193 ... in the presence of witnesses: —

Copy

for General Secretary to Govt

S. O.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

GENERAL AND REVENUE DEPARTMENTS.

G. O. No. 1641-2—Muz. 112-37-2, dated 20th June 1938.

Form of Agreement.

Approves of the —— to be executed by holders of scholarships granted to Ayurvedic and Unani Vidwans and their sureties, for undergoing training for L. M. P. Course.

READ—

Government Order No. 859—Muz 143-35-2, dated 15—24th December 1935, approving rules for the grant of scholarships to Ayurvedic and Unani Vidwans and Hakims for undergoing training in the Medical School, Bangalore.

2. Letter No. 785—34-35, dated 18th October 1937, from the Muzrai Commissioner in Mysore submitting for approval, a draft form of the agreement to be executed by the stipend-holders in cases referred to in the Government Order read above.

ORDER No. 1641-2—MUZ. 112-37-2, DATED BANGALORE, THE 20TH JUNE 1938.

Government consider that separate bonds may be taken from the scholarship-holder and the surety and are accordingly pleased to direct that the forms as appended to this order may be adopted.

C. SUBRAHMANYA AIYAR,
Offg. *Secretary to Government,*
General Department.

To—The Muzrai Commissioner in Mysore.
The Comptroller to Government.

Exd.—C. K.

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No. 1641-2—Muz. 112-37-2, dated 20th June 1938.

ANNEXURE.

FORM OF AGREEMENT TO BE EXECUTED BY THE SCHOLARSHIP-HOLDERS.

"WHEREAS I,..... .....son of..... .... aged..... ... ..years, residing at .... applied for the grant of a special scholarship for Allopathic studies in the Medical School established by the Government of Mysore (hereinafter called the Government), at the rate of Rs. .....per mensem for a period of.....years on the terms and conditions applicable for the grant of such scholarships as mentioned in Government Order No. 13139-40—Med. 250-12-7, dated the 27th June 1914, AND WHEREAS Government have been pleased to grant my request in this behalf, in consideration of this grant, I agree that the rules and conditions laid down in the Government Order No. 13139-40—Med. 250-12-7, dated the 27th June 1914, may be deemed as part of this agreement.

I further agree to be bound by all the subsequent changes that the Government may be pleased to make hereafter in regard to the aforesaid rules and conditions. I undertake to prosecute my studies with due diligence and complete the full course of instructions in the Medical School at Bangalore or in any other Medical School which may be established by the Government in the State and to pass the requisite examination.

On completing the said course and after passing the requisite examination qualifying for the post of a Sub-Assistant Surgeon, I hereby undertake and agree to serve the Government in any branch of medical service if and when called upon to do so for a period of ten years thereafter on such terms as may be fixed by the Government from time to time.

I further agree that if I fail to prosecute my studies with due diligence or be dismissed from the aforesaid Medical School for misconduct or other cause or fail to attend and complete the full course prescribed without sufficient cause (the Government being the sole judge of what is sufficient cause), or upon the completion of the course fail to enter the service of Government on being called upon, or having so entered, fail to continue in the service of Government during the period of ten years as aforesaid or be dismissed from service within such period on account of objectionable conduct, I will refund to the Government the whole of the amount paid to me as scholarship by the Government with such interest thereon not exceeding 5 per cent per annum together with the amount of expenditure incurred by the Government on account of my school and examination fees, books and apparatus and travelling expenses, if any, as Government may fix.

If within six months from the date of qualifying and reporting myself to the Muzrai Commissioner in Mysore for orders, I am not offered any appointment by the Government, I shall be free from all liability under this Bond and shall be at liberty to seek and obtain employment elsewhere.

The Government or any other authority to whom they may delegate the power in this behalf shall be the sole and final judge of the question whether a breach of all or any of the provisions of this Bond has been committed by me. On a decision being duly taken regarding the breach, the Government or other authority as mentioned above may fix the sum that will fall due under the provisions of this Bond. Such sum shall be recoverable from me by the Government as if it were a land revenue demand and in the mode provided for the recovery of arrears of land revenue. This remedy is in addition to and not in derogation of what is provided for by the ordinary law for the time being in force.

Signed by me and delivered at..... ....this .. .. day of... ....193 .....in the presence of witnesses :—

1.....

2... ....

No. 1641-2—Muz. 112-37-2, dated 20th June 1938.

FORM OF AGREEMENT TO BE EXECUTED BY THE SURETY.

"WHEREAS..... .....son of..... ..... ·esiding at.....has been offered the grant of a ıpecial scholarship for Allopathic studies in the Medical School, established by the Government of Mysore (hereinatter called Government) and whereas according to the ·ules governing the grant, the pupil has to tender two sureties to secure the due ful-ilment of his obligations under the Bond dated..... .... and ɜxecuted by him in favour of the Government, in consideration of the grant by the Government to the said pupil named above, we..... .... ɔind ourselves and each of us, and each of our heirs, executors, administrators and ·epresentatives by these presents that we undertake to pay the Government the sum ɔf Rs. ....with such interest thereon not exceeding 5 per cent per ınnum as Government fix in case the pupil mentioned above should make a lefault in observing any or all the terms of the Bond entered into by him with the Government and referred to above.

We also agree that any modifications by way of alteration, addition or ɔmission of one or more of the terms of the Bond executed by the pupil in favour ɔf the Government and referred to above when duly made with the consent of the Government and the pupil or any grant of time by the former to the latter for the payment of any sum falling due under the Bond or for the performance of anything ɜhereunder shall not vary or discharge our liability under this Bond even though we had no knowledge of them when they were made or had not given our consent to their coming into effect.

The Government or any other authority to whom they may delegate the power in this behalf shall be the sole and final judge of the question whether a breach of all or any of the provisions of this Bond and of the Bond executed by the pupil referred to above has been committed by us or the said pupil mentioned above. On a decision being duly taken regarding the breach, the Government or other authority mentioned above may fix the sum that will fall due under the provisions of this Bond. Such sum shall be recoverable from us by the Government as if it were a land revenue demand and in the mode provided for the recovery of arrears of land revenue. This remedy is in addition to and not in derogation of what is provided for by the ordinary law for the time being in force.

Signed by us and delivered at ... ...this... ... . day of..... .....193 ....in the presence of witnesses :—

1.....

2.....

WD 2210—GPB—420—30 6 38